

RED OAK / PROF. FIREFIGHTERS #3076 07-10

AGREEMENT

BETWEEN

THE CITY OF RED OAK

AND

RED OAK PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 3076

JULY 1, 2007 THROUGH JUNE 30, 2010

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PREAMBLE

SECTION 1.

The City of Red Oak, Iowa, hereinafter referred to as the "City", has participated in collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the permanent interest of the City and its residents.

SECTION 2.

It is the intention of this Agreement to set forth the entire Agreement of the City and the Red Oak Professional Firefighters Association, Local 3076, International Association of Firefighters, hereinafter referred to as the "Union", covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work, and interference with the efficient operation of the department, and to provide an orderly and prompt method of handling and processing grievances.

SECTION 3.

The parties recognize that this Agreement is not intended to modify any of the authority vested in the City by statutes of the State of Iowa, or the Municipal Code of the City of Red Oak, Iowa; except as set forth herein.

ARTICLE 1

RECOGNITION

The City hereby recognizes the said Union as the sole and exclusive representative of all employees of the Fire Department, with the exception of the Chief and Deputy Chief of the Fire Department, for the purpose of bargaining with respect to wages, hours of work, and working conditions and all matters related thereto.

ARTICLE 2

UNION-MANAGEMENT RELATIONS

All formal negotiations or bargaining with respect to the term and conditions of the Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

ARTICLE 3

INTENT AND PURPOSE

SECTION 1.

The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and the taxpayers of the City of Red Oak, Iowa.

SECTION 2.

The Employer, Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of municipal government in the City of Red Oak, Iowa.

SECTION 3.

It is the intent and purpose of the parties hereto to set forth an agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, and to prevent any strike, work stoppage, or other interruption of work or interference with the Employer's operations.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 1.

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely and exclusively to the Employer:

- a. The right to manage the Employer's operations and to direct the working force;
- b. The right to hire employees;
- c. The right to maintain order and efficiency;
- d. The right to extend, maintain, curtail or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- e. The right to assign work;
- f. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

- g. The right to create, modify and terminate departments, job classifications and job duties;
- h. The right to transfer, promote and demote employees;
- i. The right to discipline, suspend and discharge employees for proper cause;
- j. The right to layoff;
- k. The right to determine the number and starting time of shifts, the number of hours and days in a work week and the hours of work;
- l. The number of persons to be employed by the Employer at any time;
- m. The right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be for the purpose of discriminating against any employee because of his membership or non-membership in the union, and shall not conflict with applicable law or the provisions of this contract.

SECTION 2.

The list of management rights set forth in Section 1 is not exclusive and it is understood that, except as specifically and expressly modified by this Agreement, all of the rights, powers, and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement. Public employers shall have in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

The list of management rights set forth is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 5

UNION RIGHTS

Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.

3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

ARTICLE 6

NON-DISCRIMINATION

No appointment to nor termination from employment shall be affected or influenced in any manner by consideration of race, creed, sex, age, national origin, marital status, or non-disqualifying disability.

ARTICLE 7

RESIDENCY REQUIREMENT

All employees covered by this Agreement, and employed by the City of Red Oak prior to December 16, 2002, shall reside within five (5) miles of the City of Red Oak on a driveable route which is maintained by the County or State.

Any employee hired after December 16, 2002, and has a "permanent residence" already established within twenty (20) miles of the City of Red Oak on a driveable route which is maintained by the County or State, will be allowed to remain in that residence. If at any time after said employee is hired by the City of Red Oak, a change of residence occurs, said employee will at that time be required to reside within five (5) miles of the City of Red Oak as set forth above. For the purpose of this Agreement, "permanent residence" shall be defined as the dwelling in which the employee resides that is either owned by the employee, or is rented by the employee and has been the employee's residence for a minimum of three (3) years.

ARTICLE 8

CHAUFFEURS LICENSE

All paid professional firefighters/EMT's will be required to have chauffeurs license.

ARTICLE 9

PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as a part of the examining process.

1. The probationary period for fire personnel shall be one (1) year. On promotional appointments, the probationary period for fire personnel shall be six (6) months.

2. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
3. A permanent employee who vacates his/her position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated to his/her former position.

ARTICLE 10

EVALUATION

The City and the Union have established a procedure for an annual evaluation. The Fire Chief shall review the evaluations with the employee and said evaluation may serve as the basis for possible disciplinary action against the employee or as one of the basis for possible promotion of the employee. Employees shall have the right to add comments to their evaluation.

ARTICLE 11

INCOMPATIBLE ACTIVITIES

An employee covered under this Agreement may undertake extra employment, commonly known as "moonlighting", only so long as said extra employment or activity does not impair his attendance for full efficiency in the performance of his duty as a firefighter. An employee shall not engage in any employment activity or enterprise which is inconsistent, incompatible or in conflict with his duties as a firefighter or in conflict with his status as a City employee.

ARTICLE 12

HOURS

Shift Personnel - 24 hour shifts

The normal work schedule for shift personnel is a regular reoccurring cycle of nine (9) consecutive twenty-four (24) hour periods. It may begin on any day of the week and need not be the same for all shifts and all employees. Once established, an employee's work cycle may not be changed unless the change is intended to be permanent.

Hours worked include all time any employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he is required to work.

Twenty-four (24) consecutive hours on duty shall constitute a duty tour. Employees scheduled to work on a regular duty tour shall have a regular starting and quitting time.

There shall be three (3) shifts, which will be on a rotating re-occurring cycle of nine (9) consecutive twenty-four (24) hour periods. By way of illustration, the work cycle for Shift 1 is set out below. Shift 2 and Shift 3 shall have similar work cycles.

A twenty-four (24) hour tour of duty commencing at:

7:00 a.m.- 7:00 a.m.	Day one - shift one works
7:00 a.m.- 7:00 a.m.	Day two - shift one off duty
7:00 a.m.- 7:00 a.m.	Day three - shift one works
7:00 a.m.- 7:00 a.m.	Day four - shift one off duty
7:00 a.m.- 7:00 a.m.	Day five - shift one works
7:00 a.m.- 7:00 a.m.	Day six - shift one off duty
7:00 a.m.- 7:00 a.m.	Day seven - shift one off duty
7:00 a.m.- 7:00 a.m.	Day eight - shift one off duty
7:00 a.m.- 7:00 a.m.	Day nine - shift one off duty

This is a repeating schedule. This schedule is an average fifty-six (56) hour work week over one (1) year's time, and the City's hourly rate of pay shall be computed based on fifty-six (56) hour work week.

Daytime Personnel - 8 hour shifts

The purpose of this section is intended to indicate the normal hours and schedules for work, and shall not be construed as a guarantee of hours of work per week or days per week. Specific work schedules shall be issued by the Employer.

The normal work day for daytime personnel shall consist of eight (8) consecutive hours, and the normal work week shall consist of forty (40) hours. Exceptions will be made for services which do not conform to a normal work day. Meal periods and rest periods will be established by the Employer. The work break is not an employee right and the break may never be used as a valid reason for failure to perform tasks which have been directed by Management. Excessive breaks will be cause for disciplinary action. There will be no split shifts unless by mutual agreement of the parties.

ARTICLE 13

SHIFT EXCHANGE

Employees shall have the right to exchange shifts with approval by the Chief.

ARTICLE 14

IN-SERVICE EDUCATION

Employees covered under this contract may be eligible for reimbursement of educational costs such as tuition and materials that are job related provided educational costs are approved by the Chief and City Administrator.

ARTICLE 15

HEALTH AND SAFETY

See attached Appendix.

ARTICLE 16

SENIORITY

Seniority is determined by the length of continuous unbroken service as a permanent fulltime employee of the City of Red Oak Fire Department.

Employees shall forfeit all seniority rights when they resign, retire, or are terminated.

ARTICLE 17

PAY PERIODS

All full-time employees who are members of the bargaining unit shall be paid on a bi-weekly basis.

ARTICLE 18

UNIFORM AND EQUIPMENT

Those items of regulation clothing, in accordance with the Chief, will be provided by the City during the term of this agreement.

Such items will include:

Shirts with patches
Pants
Boots
Belt
Name Tag

Collar Pins
Badge
Jacket
Winter coat

Full Protective Turn-Out Gear:

Helmet
Helmet Liner
Pants
Gloves

Nomax Hood
Coat
Boots

ARTICLE 19

CALL-BACK PAY

Any employee who is called back to work after leaving his/her regular shift shall be paid at the rate of 1 ½ times their regular rate of each call-back. Any employee who is called back to work will be paid for a minimum of two (2) hours in excess of regularly scheduled hours of work. The recall of employees shall be distributed on a fair and equitable basis among employees and shall be voluntarily to the extent possible.

ARTICLE 20

RECORDS, PAYROLL AND DUES CHECK-OFF

The City Administrator shall maintain a personnel record for each member in the Union showing the name, title of position held, salary, changes in employment status, evaluations and such other information as may be considered pertinent.

Each member of the Union shall promptly report all changes of name, address, and telephone number to the City Administrator.

Payroll registers shall be kept permanently. All other personnel records, not a part of a current member's personnel file, including correspondence, application, examinations, and reports may be destroyed after ten (10) years upon competent order.

Overtime pay will be inclusive through the payroll date on which the checks are written with the remainder included in the following paycheck.

Payroll deductions will include Federal Income Tax, State Income Tax, Social Security payments, Health Insurance and IPERS.

The City also agrees to deduct, one each month, dues and assessments in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted each month by the City to the Treasurer of the Union.

The employee and the Union agree to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this section.

Dues deduction forms will be provided by the Union.

ARTICLE 21

ACCESS TO RECORDS

Employees shall have access to their own personnel records upon request.

ARTICLE 22

PERSONNEL REDUCTION

Time in the Fire Department shall constitute total seniority. In the case of a personnel reduction, the employee with the least seniority in the effected classification shall be laid off first. Employees so laid off shall be eligible to be rehired on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is

notified to return to work, satisfactory arrangement to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the re-employment list.

ARTICLE 23

TRANSFERS

In the event of a job opening due to promotion, transfer, demotion, retirement or death of an employee in any city department, such opening shall be posted by bulletin in a convenient location accessible to all employees.

ARTICLE 24

HEALTH INSURANCE

The Employer shall provide, to all regular full time employees in the Bargaining Unit, employee (single) health insurance benefits at no cost to the employee.

Each employee who, in addition to the above, elects family coverage shall pay, through regular authorized payroll deductions, a portion of the premium (after subtracting the single premium from the family premium) each month equal to twenty percent (20%) not to exceed \$100.00 per month.

ARTICLE 25

LONG-TERM DISABILITY

A long-term disability shall be defined as any illness or injury that requires an employee of the City of Red Oak to be off work for a period of thirty (30) days or more. A leave-of-absence shall be defined as a period of time an employee of the City of Red Oak is off work for a period greater than (30) days. An employee may require a leave-of-absence for up to, but not greater than one (1) year. Granting of the leave-of-absence shall be made by the City Council. The Council reserves the right to extend the leave. Once a leave-of-absence is granted, the employee's wage and fringe benefits cease until the leave is over. If an on-the-job injury occurs, the employee shall file a worker's compensation claim within twenty-four (24) hours of the injury. If the injury results in a long-term disability, the City will pay the difference of the employee's worker's compensation and base salary, until the employee's accumulated sick and vacation leave is exhausted. During this period, the employee's health insurance shall be paid by the City. After all accrued leave is exhausted, the employee shall go on worker's compensation only. If the disability is still affecting the employee, the employee may request a leave-of-absence.

If a City of Red Oak employee becomes ill or incurs an injury off the job, the employee shall utilize the accrued sick leave and vacation leave. The employee may return to work any time after a doctor's written release is submitted to the City Administrator and the Fire Chief.

ARTICLE 26

REIMBURSABLE EXPENSES

If an employee is required to use private transportation to fulfill the job requirements of the City, a charge will be made, allowed and paid for the use of an automobile at the rate allowable under the Federal I.R.S. provisions. Parking fees are included in the mileage rate and are not individually reimbursable.

Employees shall be allowed lodging and meal expenses when required to travel outside of the City; and, the trip is approved by the Chief and City Administrator. Receipt for lodging and meals must be submitted for reimbursement.

ARTICLE 27

HOLIDAYS

The following holidays are those which shall be recognized and observed:

1. New Years Day, January 1
2. Washington's Birthday (Third Monday in February)
3. Good Friday (close at noon)
4. Memorial Day (Last Monday in May)
5. Independence Day, July 4
6. Labor Day (First Monday in September)
7. Veteran's Day, November 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving (Fourth Friday in November)
10. Christmas Day, December 25

An employee will be allowed one (1) paid personal day each calendar year. No personal day may be carried forward to the next year without approval by the Chief and the City Administrator.

Shift Employees- 24 hour shifts

Shift employees shall get one calendar week (56 hours) more vacation in lieu of the established holidays or employees shall be reimbursed seventy-six (76) hours in lieu of the established holidays plus any other compensation due as council sees fit. The employee will be compensated for holiday time in the first pay period in December.

Daytime Employees - 8 hour shifts

To be eligible for any recognized premium Holiday pay the regular full time employee must actually work the last regularly scheduled workday just prior to the Holiday and the first regularly scheduled workday following the Holiday, or be on approved leave. Each regular full time employee will receive eight (8) hours straight time pay for each recognized Holiday (four hours on Good Friday). Employees who are scheduled to work on a Holiday but call in Sick shall not receive their Holiday pay.

Holidays which occur on Saturday shall be recognized on Friday, and Holidays which occur on Sunday shall be recognized on Monday. No Holiday granted to an employee under this Article will be considered as vacation time, and said Holiday time shall not be included in the computation of the amount of vacation which an employee is entitled to receive.

ARTICLE 28

VACATION LEAVE

Regular Full-time employees shall be entitled to a paid vacation at their basic rate of pay on the following basis:

<u>Years of Continuous Service</u>	<u>Vacation time off</u>
Completion of 1 year	1 calendar week
Completion of 2 years	2 calendar weeks
Completion of 7 years	3 calendar weeks
Completion of 15 years	4 calendar weeks

No vacation may be carried forward to the next year without approval by the Chief and the City Administrator. The Chief will have control of the scheduling of all vacations. Employees shall submit vacation requests at least two (2) weeks in advance of the requested date(s) of the vacation. The Chief shall provide either an approval or denial within one (1) week of receiving the request. If the request is denied, the Chief shall also provide the reasons for the denial. Employees may use compensatory time in combination with their vacation time with the Chief's approval. The employee's vacation schedule shall be approved by the Chief.

A terminated employee shall receive pay for all accrued vacation due. There will be no vacation or sick leave accrual during leave without pay.

When a holiday occurs during a scheduled vacation, the holiday will not be counted as a vacation day. Vacation time shall be taken within one year after the employee's anniversary date of employment. Failure to use vacation time within this period shall forfeit the employee's right to such vacation time unless prior approval is granted by the Chief. An employee may exchange one (1) week of vacation for pay each year.

Upon an employee's resignation, retirement or death, the employee or their estate will be compensated for unused accrued vacation time.

Method of Selection: Selection of vacations shall be on a seniority basis. Employee's vacation requests shall be submitted for approval by the Chief and can be changed only by mutual consent.

Any employee may have the right to two consecutive weeks of vacation.

ARTICLE 29

MATERNITY LEAVE

The employee must request in writing for use of maternity leave; she must also state she intends to return to her position after she is released by her physician. Disabilities caused or contributed to by pregnancy and recover therefrom shall be covered by accumulated sick leave or vacation before an employee is placed on unpaid leave. The employer may request a medical certificate from the employee if there is question as to the employee's physical fitness to continue work before the delivery or to return to work after delivery.

An employee hired to replace an employee on "maternity leave" is classified as "temporary" and retains a "temporary" classification until the return of the employee, or upon termination of the employee on maternity leave.

ARTICLE 30

SICK LEAVE

Shift Personnel - 24 hour shifts

Employees shall accrue sick leave at a rate of twelve (12) hours per month, up to an accumulation of fifty-five (55) twenty-four (24) hour working days maximum. Sick leave may be used in hourly increments. For absences of three or more consecutive days, a doctor's signature may be required. Sick leave may not be used as vacation. IF it is necessary to be absent for any reason, the employee shall notify the Chief as far in advance as possible. Upon retirement, under Federal or State retirement provisions, employees shall receive additional compensation for accrued or unused sick leave, a maximum of thirty-five (35) days (24 hours working). Upon termination, employees shall receive no additional compensation. Upon death of an employee, the accumulated sick leave will be paid to the employee's estate, a maximum of thirty-five (35) days (24 working hours).

Daytime Personnel -8 hours shifts

Regular full-time employees will earn sick leave at the rate of two (2) days per month to a total of twenty four (24) working days per year with a maximum accumulation of ninety (90) working days. Employees will be allowed to use sick leave in hourly increments. For absences of three or more consecutive days, a doctor's signature may be required. Sick leave may not be used as vacation. IF it is necessary to be absent for any reason, the employee shall notify the Chief as far in advance as possible. Upon retirement, under Federal or State retirement provisions, or death, the employee shall receive compensation for accrued or unused sick leave, up to a maximum of sixty (60) days (480 hours) pay. Upon the death of an employee, the accumulated sick leave benefit, as described above, will be paid to the employee's estate.

ARTICLE 31

COURT AND MILITARY LEAVE

An employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. The City shall compensate the difference between their base salary and money received for such duty. IF an employee is summoned as a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business, the employee shall not be entitled to leave with pay, but may use accrued sick leave to offset the lost time.

Any member who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

ARTICLE 32

FUNERAL LEAVE

In case of the death of a person in the immediate family, an employee may be allowed time off with pay, not to exceed two (2) shifts (two (2) twenty four (24) hour shifts for sworn personnel and two (2) eight (8) hour shifts for non sworn personnel) per occurrence. Any other such time will be deducted from the employee's sick leave.

Immediate family is defined as: mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchildren, grandchildren, son-in-law, daughter-in-law, grandparent and adopted children.

ARTICLE 33

UNPAID LEAVE

SECTION 1.

The City Council may grant an unpaid leave of absence to an employee who needs the time for personal reasons. During an unpaid leave, an employee:

1. Receives no compensation.
2. Does not earn vacation or sick leave.
3. Does not collect sick leave benefits.
4. Does not contribute to retirement.
5. Must reimburse the employer for all group hospital and medical insurance premiums paid while on leave, if coverage is desired to be continuous.

SECTION 2.

In the event an employee fails to return to work at the end of any such leave or make satisfactory arrangements, said employee shall be deemed to have voluntarily resigned.

Employees shall be entitled to family leave as set out in Federal law.

ARTICLE 34

DISCIPLINE AND DISCHARGE

SECTION 1. Purpose and Scope

Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon as follows:

Disciplinary action or measures shall include the following:

1. Oral reprimand or warning.
2. Written reprimand or warning.
3. Suspension with loss of pay or delayed implementation of a step increase in pay.
4. Demotion.
5. Discharge.

SECTION 2. Reprimand and Warning

Whenever employee performance falls below the required level, or when an employee's conduct falls under one of the causes for action listed in Section 6, his/her supervisor shall inform him/her promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where an oral warning has not resulted in correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file.

SECTION 3. Restrictions

In those cases where one or more written reprimand has not proven to be effective, or in those cases where the seriousness of the offense or conditions warrant it, an employee may be placed on restriction (employee not allowed to trade time or wash and/or wax personal vehicle) upon the recommendation of the immediate supervisor and approval of the Fire Chief for a period not to exceed fourteen (14) days for each offense. However, when instances of violation of a rule(s) is a continuous occurrence, the restriction shall not be deemed lifted or waived for a period of fourteen (14) days after the date the employee has complied with the rule(s). For example, an employee who is placed on restriction for a period of fourteen (14) days, and who complies with the rule on the 8th day of restriction shall automatically be extended for another fourteen (14) days, for a total restriction period of 28 days.

SECTION 4. Suspensions.

In those cases where one or more written reprimands has not proven to be effective, or in those cases where the seriousness of the event or conditions warrant it, an employee may be suspended without pay by the Fire Chief with the approval of the City Administrator, for a period not to exceed thirty (30) calendar days for each offense for any cause listed in Section 6.

SECTION 5.

When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the City Administrator may demote or dismiss the employee for any cause or causes listed in Section 6.

SECTION 6. Causes for Action

Appropriate disciplinary action may be taken for any of the following causes:

1. Incompetency, inefficiency, or negligence in the performance of duty.
2. Serious misconduct.
3. Chronic physical or mental incapacity to perform the work or the position.
4. Insubordination, constituting a serious breach of discipline.
5. Unauthorized absence or abuse of leave privileges.
6. Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
7. Falsification of any application or of any City record.
8. Use of his/her official position for personal advantage.
9. Conduct punishable as a felony under State and Federal law. However, the employee will not be terminated prior to the conviction of a felony.

SECTION 7. Appeal.

Any employee shall have the right to challenge the propriety of disciplinary action through the regular grievance procedure.

SECTION 8. Union Representation.

Any employee shall have the right to have a union representative present during the issue of a reprimand, warning, restriction, suspension, demotion or dismissal.

ARTICLE 35

GRIEVANCE PROCEDURE

SECTION 1.

A grievance shall mean any difference between the employer and employee with regard to the interpretation, application or violation of any of the terms and provisions of this Agreement. Employees shall use the grievance procedure except where otherwise provided by law for the resolution and determination of all disputes which arise under the terms of the agreement. Unless a grievance is appealed as set out below, it shall have no

further validity or effect. If a grievance is not filed within the time limits stated, the grievance shall be waived.

SECTION 2.

Grievances that may arise shall be processed and settled in the following manner:

1. The employee shall within five (5) calendar days from the date of the event giving rise to the grievance, present the grievance in writing to the Chief or his/her designated representative. The written grievance shall contain a statement for the employee specifying the nature of the grievance and the relief or remedy desired. The Chief or his/her representative shall investigate and issue a decision in writing within a period of ten (10) calendar days. The failure of the Chief to issue a written decision within the ten (10) calendar days shall be deemed a denial of the grievance and it then may be applied to the next step. If a satisfactory agreement is reached, it shall be signed by both parties.
2. A grievance not settled in Step 1 may be appealed within five (5) calendar days of receipt of the decision, or if no written decision is made, then within five (5) calendar days after such decision could have been issued. The appeal shall be made in writing to the City Administrator. The City Administrator shall hold a meeting with the grievant and his/her representative within ten (10) calendar days, unless the time is extended by mutual agreement. The meeting shall be closed to the public. The City Administrator shall issue a decision in writing within five (5) calendar days after the meeting. If a satisfactory agreement is reached, it shall be signed by both parties.
3. A grievance not settled in Step 2 may be appealed within five (5) calendar days of receipt of the decision, or if no written decision is made, then within five (5) calendar days after such decision could have been issued. The appeal shall be made in writing to the City Council. The City Council shall hold a meeting with the grievant and his/her representative within ten (10) calendar days, unless the time is extended by mutual agreement. The meeting shall be closed to the public. The City Council shall issue a decision in writing within five (5) calendar days after the meeting. If a satisfactory agreement is reached, it shall be signed by both parties.
4. If the grievance is not settled in Step 3, it may be appealed to arbitration by the employee or the employee's representative. A notice of appeal to arbitration must be in writing and submitted to the City Administrator within five (5) calendar days after the completion of Step 3. Said written notice shall be signed by the Union and employee and such notice shall state the arbitrator and the specific relief requested. A representative of the employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator, the parties shall jointly request the Public Employment Relations Board to submit a list of seven (7) arbitrators. On receipt of the list the parties' designated representatives determine by lot the order of elimination and thereafter each shall in that order, alternately strike a name from the list and the remaining person shall act as the arbitrator.

5. An arbitrator selected pursuant to the above provisions shall schedule on the grievance and after hearing such evidence as the parties desire to present, shall render an opinion and an award. The arbitrator shall have no authority to add to, subtract from, modify or amend, any terms of the agreement. The arbitrator shall have no authority to substitute his discretion for that of the employer in any matter reserved to the employer by law or the terms of this agreement. A decision of the arbitrator with the scope of his authority shall be final and binding upon the employer and the aggrieved employee.
6. The cost of the arbitrator shall be shared equally by the parties.

ARTICLE 36

SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, said provision shall be renegotiated. The remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 37

CONTRACT PERIOD

The agreement shall be in full force and effect from and after July 1, 2007, through June 30, 2010.

ARTICLE 38

OVERTIME

SECTION 1. Computation of Overtime Hourly Rate

The hourly rate for overtime shall be computed by the following formula:

All overtime will be paid at the rate of time and one-half the regular hourly rate, including paramedic pay, and will be paid in either cash or by compensatory time off as determined by the Employer.

Shift Personnel - 24 hour shifts

Overtime work is defined as time actually worked beyond 204 hours in a 27 day work cycle. Compensation for overtime work shall be at one and one-half (1 ½) times the employees regular hourly rate and may be paid in the form of cash or compensatory time-off.

Daytime Personnel - 8 hour shifts

Overtime work is defined as time actually worked in excess of forty (40) hours in a seven (7) day work cycle.

ARTICLE 39

JOB CLASSIFICATION AND OUT OF RANK

SECTION 1.

Each member covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Article 41. Classifications and job title shall remain in full force and effect until changed by mutual agreement through negotiations as provided by this Agreement.

SECTION 2.

When an employee performs the duties of a shift commander any time a shift commander is absent from three (3) or more complete shifts, the employee will be paid the additional pay of the shift commander for each shift worked. For example, if a firefighter performs the duties of a shift commander, the firefighter shall be paid the additional pay that the shift commander normally receives.

ARTICLE 40

DRUG TESTING

The City shall have the right to conduct employee drug testing pursuant to the provisions set out in the City Drug Testing Policy which is attached to this Agreement and marked Appendix A.

ARTICLE 41

SALARIES

Wages for the bargaining unit classifications effective July 1st of each year of the contract:

	<u>Current</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Probation	\$9.36	\$9.69	\$9.98	\$10.28
Firefighter 1	\$9.71	\$10.05	\$10.35	\$10.66
Firefighter 2	\$10.09	\$10.44	\$10.76	\$11.08
Firefighter 3	\$10.40	\$10.76	\$11.09	\$11.42
Firefighter 4	\$10.67	\$11.04	\$11.37	\$11.72
Firefighter 5	\$11.08	\$11.47	\$11.81	\$12.17
Captain	\$11.47	\$11.87	\$12.23	\$12.59
Battalion Chief	\$11.67	\$12.08	\$12.44	\$12.81

Wages are based on 3.5% increase for 2007 and 3% for 2008 and 2009.

All certified paramedics shall receive an additional \$.60 per hour. The Firefighter assigned as the department mechanic shall receive \$0.10 per hour above his/her regular hourly rate.

ARTICLE 42

LONGEVITY

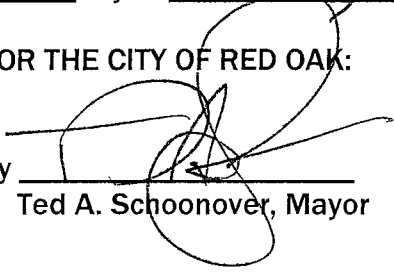
Permanent full-time employees shall receive longevity pay after they have completed (5) consecutive years of service. The longevity schedule is as follows:

5 years - \$10 a month
10 years - \$20 a month
15 years - \$30 a month
20 years - \$40 a month
25 years - \$50 a month

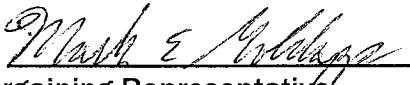
(e.g., if an employee has completed five full years of service, he/she would receive an additional \$10 a month.)

This Contract has been approved by the City Council of the City of Red Oak, Iowa, on the 15th day of January, 2007, and is signed on behalf of the City by the Mayor of Red Oak and on behalf of the Employees by their Bargaining Representative on this, the 24th day of January, 2007.

FOR THE CITY OF RED OAK:

By 
Ted A. Schoonover, Mayor

FOR THE EMPLOYEES OF RED OAK:

By 
Bargaining Representative
Red Oak Professional
Firefighters Association
Local 3076, International
Association of Firefighters

APPENDIX A

DRUG AND ALCOHOL POLICY

The City is covered by the requirements of the Drug-Free Workplace Act. The Act recognizes that drug use can adversely impact the workplace. Employees under the influence of drugs or alcohol while on the job pose a grave threat not only to themselves, but also to anyone with whom they come in contact.

Possessing, using, purchasing, distributing, selling or being under the influence of alcohol or drugs without medical authorization during your work day, while on the City's premises, or while conducting City business is prohibited. Compliance with this program is a condition of employment. Violations may lead to disciplinary action up to and including immediate discharge.

The City will require all employees to undergo testing to determine the presence of alcohol or drugs under the following conditions occurring on City premises:

1. If an employee has been involved in a work related accident, not including a cumulative trauma injury, which involves medical treatment by a doctor; or
2. If the City has reasonable cause to believe that the employee is under the influence of alcohol or drugs.

When the City has reasonable cause to believe that an employee is under the influence, it shall reduce the basis of such belief to writing. A copy of such written basis shall be given to the employee if the employee is required to submit to testing. Reasonable cause exists when the facts and circumstances within the knowledge of the City are sufficient to warrant a prudent person to conclude that an employee is under the influence of alcohol or drugs. Statements made by an employee shall not in itself constitute reasonable belief.

An employee who refuses to consent to or submit to such testing shall be subject to immediate discharge.

An employee using or being under the influence of alcohol or drugs at work, may avoid disciplinary actions, as explained in the attached administrative guide, by voluntarily participating in evaluation and substance abuse treatment programs as provided under the City employee benefit plans.

Under the Act, if an employee is convicted (including a plea of no contest) of a criminal drug violation in the City workplace, as a condition of employment the employee must inform the City within five days after the conviction.

The operation of the above will be conducted in conjunction with the attached administrative guide.

EMPLOYEE ALCOHOL/DRUG TESTING ADMINISTRATIVE GUIDE

1. As used in this document, "drug test" means any blood, urine, saliva, breath or skin tissue test conducted for the purpose of detecting the presence of a chemical substance in an individual.
2. If the City requires an employee to submit to a drug test, the following conditions will apply:
 - a. The employee will be required to consent in writing to the drug test using a form designated by the City.
 - b. The test sample withdrawn from the employee will be analyzed by an N.I.D.A. approved laboratory or testing facility.
 - c. The City and Union may work with the N.I.D.A., approved laboratory to select an independent medical review officer (MRO) who will interpret all positive tests. The employee who tests positive will then have the right to submit to the MRO alternate medical explanations that may have caused the positive results. The MRO may request additional testing of the positive sample to confirm those explanations. All positive samples will be retained for one year. An employee may request a retest of that sample by the laboratory or another N.I.D.A. approved laboratory at the employee's expense.
 - d. All specimens identified as positive on the initial test shall be confirmed using mass spectrometry/gas chromatography techniques at the cutoff levels listed in the Mandatory Guidelines for Federal Workplace Drug Testing (fr/vol. 53, no. 69/April 11, 1988) or as modified by later Department of Health and Human Services Guidelines.
 - e. The first time an employee's drug test indicates the presence of alcohol or a drug, the City will provide substance abuse evaluation, and treatment if recommended by the evaluation, with costs apportioned as provided under the employee benefit plan. The City will take no disciplinary action against an employee due to the employee's drug or alcohol involvement if the employee undergoes the substance abuse evaluation, and if the employee successfully completes substance abuse treatment if treatment is recommended by the evaluation. However, if an employee refuses evaluation, fails to successfully complete substance abuse treatment, or refuses such treatment when recommended by an evaluation, the employee will be subject to immediate discharge. The above substance abuse evaluation and treatment will take place under City approved programs

only. The employee will be required to provide written proof to the City of successful completion of the above treatment.

- f. An employee having a second positive test within a two year period beginning with the date of the previous positive test, will be subject to immediate termination.
3. This document does not restrict the City's ability to prohibit the possession, purchase, distribution, selling or use of alcohol, drugs or drug paraphernalia on City premises or during work hours or to discipline employees for these activities.
4. This document does not prevent the City from conducting medical screening in order to monitor exposure to toxic or other unhealthy substances encountered in the workplace or in the performance of their job responsibilities.
5. The City will protect the confidentiality of the results of any drug test conducted on an employee. The results of the test will be recorded in the employee's personnel records; however, if an employee whose test indicated the employee was under the influence of alcohol or drugs or indicated the presence of a drug has undergone substance abuse evaluation and, when treatment is indicated under the substance abuse evaluation, successfully completed treatment for substance abuse, the employee's personnel records shall be cleared of any reference to the test or its results when the employee leaves employment.
6. The City's current procedures for drug tests as a part of pre-employment physical examinations are not affected by this document.
7. "Employee" as used in this program means any paid individual who performs work covered by the labor agreement.
8. "City premises" as used in this Policy includes all facilities, buildings, parking lots and vehicles owned, leased or used by the City for City business, and any physical location where the City is engaged in business.
9. "Drug" as used in this Policy means illegal chemical substances as defined in the Controlled Substances Act, over the counter and prescription medications that have been altered to provide similar effects as illegal chemical substances, or substances such as glue which are misused to provide similar effects as illegal chemical substances, and those prescription medications used other than as prescribed by an authorized medical practitioner.

The drugs to be routinely tested for as a drug test are as follows:

Marijuana metabolites
Cocaine metabolites
Opiate metabolites

Amphetamines
Phencyclidine

Initial Drug Test Levels shall be as listed in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (fr/vol. 53, no. 69/April 11, 1988) and as modified by later Department of Health and Human Services Guidelines.

10. "Alcohol Test" as used in this Policy will be screening by breath analyzer methods. If the employee requests a confirmation from an independent source, confirmation will be by extraction and testing of a blood sample through a N.I.D.A. approved laboratory.

Test Level for Alcohol - A blood alcohol concentration of .10 or greater, shall be considered sufficient to show an employee to be under the influence except when state law mandates that a different concentration level be used.

11. "Additional testing". The City may submit a request for additional testing for other chemical substances to the MRO when an employee initially tests negatively for alcohol and the listed drugs when such initial test was the result of the City having a reasonable belief that the employee is under the influence of alcohol or drugs. The MRO shall determine whether or not such additional testing is justified.